

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

PLUMBERS AND FITTERS LOCAL
UNION 101, *et al.*
Plaintiffs,

v.

SPENGLER PLUMBING COMPANY, INC.
and
THE SPENGLER COMPANY, INC.,
Defendants.

Case No. 21-CV-00225-GCS-JPG

DEFAULT JUDGMENT

This is an action arising under Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, in which Plumbers Locals 101 and 360 seek to enforce a settlement agreement with Spengler Plumbing Company, Inc. for delinquent fringe benefit contributions owed to employee-benefit funds affiliated with the two unions. Defendants were served on March 4, 2021 and never responded. Now before the Court is Plaintiffs' Motion for Default Judgment. (ECF No. 12).

There are two stages to default. First, the Clerk of Court must enter a party's default “[w]hen a party against whom a judgment for affirmative relief has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise” Fed. R. Civ. P. 55. Then, the Court may enter a default judgment for the amount due. *Id.* “Whether a default should be entered . . . is a matter resting in the sound discretion of the trial judge.” *Duling v. Markun*, 231 F.2d 833, 836 (7th Cir. 1956).

Here, the Clerk of Court entered the defendants' default on April 9. (ECF No. 11). And the Court finds that the amount due “is for a sum certain or a sum that can be made certain by computation” See Fed. R. Civ. P. 55(b)(1). More specifically, Plaintiffs' evidence establishes

that Defendants use the name Spengler Plumbing Company, Inc. and The Spengler Company, and that the two names reflect the same entity. The evidence further establishes that Defendants were party to collective bargaining agreements with Plaintiffs which required the payment of contributions to the benefit funds. Defendants became delinquent, and ultimately a settlement was reached requiring monthly payments. The agreement also required the payment of 4% interest. After making payments for a period, Defendants defaulted. Although a bankruptcy petition was filed, which during its pendency precluded plaintiffs from initiating litigation for breach of the settlement, that bankruptcy petition was ultimately dismissed. In sum, Plaintiffs have proven that Defendants owe the principal amount of \$280,789.72 to Plumbers Local 101 (on behalf of its benefit funds) and \$102,138.94 to Plumbers Local 360 (on behalf of its benefit funds). In addition, Defendants owe \$18,719.31 in interest to Plumbers Local 101 and \$6,802.45 in interest to Plumbers Local 360.

Accordingly, the Court **GRANTS** Plaintiffs' Motion and **ENTERS DEFAULT JUDGMENT** against Defendants Spengler Plumbing Company, Inc. and The Spengler Company, jointly and severally, in the amount of \$408,450.42, consisting of \$299,509.03 to Plumbers Local 101 and \$108,941.39 to Plumbers Local 360.

IT IS SO ORDERED.

Dated: Wednesday, June 2, 2021

**S/J. Phil Gilbert
J. PHIL GILBERT
UNITED STATES DISTRICT JUDGE**